

ACQUISTION AGREEMENT

THIS AQUISITION AGREEMENT (this "Agreement") is made as of April ____, 2006, by and between Azar Family Holdings, LLC ("Azar"), and Wilderness Communications, LLC ("Wilderness").

Recitals

A. Azar owns KLWB(TV), New Iberia, Louisiana, Facility ID No. 82476 (the "Station"), pursuant to certain authorizations issued by the Federal Communications Commission (the "FCC").

B. Subject to the terms and conditions set forth herein, Azar desires to sell and assign to Wilderness, and Wilderness desires to buy and accept, substantially all of the assets used or held for use in the operation of the Station in exchange for membership units in Wilderness such that, upon the consummation of the proposed transactions, Wilderness shall be the owner of the Station and Azar shall be a member of Wilderness.

Agreement

NOW, THEREFORE, taking the foregoing recitals into account, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confirmed, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE 1: SALE AND PURCHASE

1.1 Station Assets. On the terms and subject to the conditions hereof, on the Closing Date (defined below), Azar shall sell, assign, transfer, convey and deliver to Wilderness, and Wilderness shall purchase and acquire from Azar, all of the right, title and interest of Azar in and to certain of the assets, properties, interests and rights of Azar that are used in the operation of the Station and described below (the "Station Assets"), but excluding the Excluded Assets (defined below). The Station Assets include the following:

(a) All equipment, transmitters, antennae, cables, tower equipment, distribution systems, amplifiers, microwave equipment, converters, testing equipment, computers and computer equipment, furniture, fixtures, office materials and supplies, tools, spare parts, vehicles, and other tangible personal property owned by Azar on the date hereof, and used or held for use by Azar in the operation of the Station, together with any additions, modifications, alterations or improvements between the date of this Agreement and the Closing Date (collectively, the "Tangible Personal Property").

(b) All real property and any interests therein, including, without limitation, land, easements, air rights, rights of way and fee ownership, buildings, towers, guy wires, anchors, structures, fixtures and improvements owned by Azar and used or held for use in connection with the operation of the Station (the "Real Property") and any additions, improvements and alterations thereto made between the date of this Agreement and the Closing Date.

(c) all licenses, permits and other authorizations which are issued to Azar by the FCC with respect to the Station (the “FCC Licenses”) and including any renewals or modifications thereof between the date hereof and Closing;

(d) those contracts, leases, and agreements that are listed on *Schedule 1.1(d)* attached hereto (the “Station Contracts”);

(e) all of Azar’s rights in and to the Station’s call letters and Azar’s rights in and to the trademarks, trade names, service marks, franchises, copyrights, computer software, programs and programming material, jingles, slogans, logos, and other intangible property which are used in the operation of the Station (the “Intangible Property”);

(f) Azar’s rights in and to all the files, documents, records, and books of account (or copies thereof) relating to the operation of the Station, including the Station’s local public files, programming information and studies, blueprints, technical information and engineering data, advertising studies, marketing and demographic data, sales correspondence, lists of advertisers, credit and sales reports, and logs; and

(g) all claims (including warranty claims), deposits, prepaid expenses, and Azar’s goodwill in, and the going concern value of, the Station.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained herein, the Station Assets shall not include Azar’s cash, cash equivalents, insurance policies, or employee benefit plans (the “Excluded Assets”).

1.3 Assumed Obligations. The Station Assets shall be transferred to Wilderness free and clear of all liens, security interests, claims and encumbrances (“Liens”) except for the following (collectively, “Permitted Liens”) (i) the obligations of Azar arising after Closing under the Station Contracts (collectively, the “Assumed Obligations”), and (ii) liens for taxes not yet due and payable. Except for the Assumed Obligations, Wilderness does not assume and will not be deemed by execution and delivery of this Agreement or any agreement, instrument or document delivered pursuant to or in connection with this Agreement or otherwise by reason of the consummation of the transactions contemplated hereby, to have assumed, any liabilities, obligations or commitments of Azar of any kind, whether or not disclosed to Wilderness (the “Retained Obligations”).

1.4 Purchase Price. Upon the Closing, Wilderness shall deliver to Azar Eight Thousand One Hundred Thirty-Four (8,134) membership units in Wilderness (the “Units”), of which Four Thousand Eight Hundred Eighty (4,880) shall be “Class A” voting units and Three Thousand Two Hundred Fifty-Four (3,254) shall be “Class B” non-voting units. The Units shall be delivered free and clear of any and all Liens. The delivery of the Units to Azar shall constitute payment of the purchase price for the sale and assignment of the Station Assets to Wilderness.

1.5 Closing. The consummation of the sale and purchase of the Station Assets (the “Closing”) shall occur on a date (the “Closing Date”) designated by Wilderness which date shall be within twenty (20) days of the grant of the FCC Consent (defined below), subject to

satisfaction or waiver of the conditions to Closing contained herein (other than those to be satisfied at Closing).

1.6 Governmental Consents.

(a) Within ten (10) business days of the date of this Agreement, Wilderness and Azar shall file an application with the FCC on FCC Form 314 (the “FCC Application”) requesting FCC consent to the assignment of the FCC Licenses from Azar to Wilderness (the “FCC Consent”). Wilderness and Azar shall diligently prosecute the FCC Application and otherwise use their best efforts to obtain the FCC Consent as soon as possible. All application filing fees to be paid in connection with the FCC Application shall be shared equally by Wilderness and Azar.

(b) Wilderness and Azar shall notify each other of all documents filed with or received from any governmental agency with respect to this Agreement or the transactions contemplated hereby. Wilderness and Azar shall furnish each other with such information and assistance as the other may reasonably request in connection with their preparation of any governmental filing hereunder. The FCC Consent and any consent required by any other governmental agency are referred to herein collectively as the “Governmental Consents.”

ARTICLE 2: REPRESENTATIONS AND WARRANTIES OF SELLER

Azar makes the following representations and warranties to Wilderness:

2.1 Organization. Azar is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, and is qualified to do business in the state of Louisiana. Azar has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Azar pursuant hereto (collectively, the “Azar Ancillary Agreements”), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

2.2 Authorization. The execution, delivery and performance of this Agreement and the Azar Ancillary Agreements by Azar have been duly authorized and approved by all necessary action of Azar and do not require any further authorization or consent of Azar. This Agreement is, and each Azar Ancillary Agreement when executed and delivered by Azar and the other parties thereto will be, a legal, valid and binding agreement of Azar enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors’ rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

2.3 No Conflicts. Neither the execution and delivery by Azar of this Agreement and the Azar Ancillary Agreements or the consummation by Azar of any of the transactions contemplated hereby or thereby nor compliance by Azar with or fulfillment by Azar of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational documents of Azar or any law, judgment, order, or decree to which Azar is subject; or (ii) require the approval, consent, authorization or act of, or the making by Azar of any declaration, filing or

registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the Governmental Consents, and except for counter-party consent to assign those Station Contracts designated on *Schedule 1.1(d)*. No person or entity other than Azar has an interest in, or option to acquire, the Station, any of the Station Assets, or any other property used in the operation of the Station.

2.4 Tangible Personal Property. The Azar has good, valid and marketable title to or the unrestricted right to use all of the Tangible Personal Property owned by it, free and clear of all Liens (except Permitted Liens).

2.5 Real Property. Azar has fee simple title to the Real Property, free and clear of all Liens (except Permitted Liens). Azar has not received any notice alleging that any of the Real Property fails to comply with applicable zoning laws or the building, health, fire and environmental protection codes of applicable governmental jurisdictions.

2.6 FCC Licenses. The FCC Licenses are in full force and effect and have not been revoked, suspended, canceled, rescinded or terminated and have not expired.

2.7 Taxes. Azar has, in respect of the Station's business, filed all foreign, federal, state, county and local income, excise, property, sales, use, franchise and other tax returns and reports which are required to have been filed by it under applicable law and has paid all taxes which have become due pursuant to such returns or pursuant to any assessments which have become payable.

2.8 Contracts. *Schedule 1.1(d)* contains a list all of Station Contracts to be assigned to Wilderness. Each of the Station Contracts is in effect and is binding upon Azar and, to Azar's knowledge, the other parties thereto (subject to bankruptcy, insolvency, reorganization or other similar laws relating to or affecting the enforcement of creditors' rights generally). Azar has performed its obligations under each of the Station Contracts in all material respects, and is not in material default thereunder, and to Azar's knowledge, no other party to any of the Station Contracts is in default thereunder in any material respect.

2.9 Environmental. Azar has complied in all material respects with all environmental, health and safety laws applicable to Azar's ownership and operation of the Station.

2.10 Intangible Property. Azar owns or has the right to use the Intangible Property free and clear of Liens other than Permitted Liens. Azar has received no notice of any claim that its use of the Intangible Property infringes upon any third party rights.

2.11 Compliance with Law. Azar has complied in all material respects with all laws, regulations, rules, writs, injunctions, ordinances, franchises, decrees or orders of any court or of any foreign, federal, state, municipal or other governmental authority which are applicable to the operation of the Station. To Azar's knowledge, there are no governmental claims or investigations pending or, to Azar's knowledge, threatened against Azar in respect of the Station (except those affecting the industry generally).

2.12 Litigation. There are no suits, arbitrations, administrative charges or other legal proceedings, claims or governmental investigations pending or, to Azar's knowledge, threatened against Azar or the Station, nor, to Azar's knowledge, is there any basis for any such suit, arbitration, administrative charge or other legal proceedings, claim or governmental investigation. Azar has not been operating under or subject to, or in default with respect to, any order, writ, injunction or decree relating to the Station or the Assets of any court or federal, state, municipal or other governmental department, commission, board, agency or instrumentality which would have an adverse effect on the condition of the Station or any of the Assets or on the ability of Azar to enter into this Agreement or consummate the transactions contemplated hereby.

ARTICLE 3: REPRESENTATIONS AND WARRANTIES OF BUYER

Wilderness hereby makes the following representations and warranties to Azar:

3.1 Organization and Standing. Wilderness is a Louisiana limited liability company, duly organized, validly existing and in good standing under the laws of Louisiana, and is qualified to do business in the state of Louisiana. Wilderness has the requisite power and authority to execute and deliver this Agreement and all of the other agreements and instruments to be executed and delivered by Wilderness pursuant hereto (collectively, the "Wilderness Ancillary Agreements"), to consummate the transactions contemplated hereby and thereby and to comply with the terms, conditions and provisions hereof and thereof.

3.2 Authorization. The execution, delivery and performance of this Agreement and the Wilderness Ancillary Agreements by Wilderness have been duly authorized and approved by all necessary action of Wilderness and do not require any further authorization or consent of Wilderness. This Agreement is, and each Wilderness Ancillary Agreement when executed and delivered by Wilderness and the other parties thereto will be, a legal, valid and binding agreement of Wilderness enforceable in accordance with its respective terms, except in each case as such enforceability may be limited by bankruptcy, moratorium, insolvency, reorganization or other similar laws affecting or limiting the enforcement of creditors' rights generally and except as such enforceability is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.3 No Conflicts. Neither the execution and delivery by Wilderness of this Agreement and the Wilderness Ancillary Agreements or the consummation by Wilderness of any of the transactions contemplated hereby or thereby nor compliance by Wilderness with or fulfillment by Wilderness of the terms, conditions and provisions hereof or thereof will: (i) conflict with any organizational documents of Wilderness or any law, judgment, order or decree to which Wilderness is subject; or (ii) require the approval, consent, authorization or act of, or the making by Wilderness of any declaration, filing or registration with, any third party or any foreign, federal, state or local court, governmental or regulatory authority or body, except the Governmental Consents.

3.4 Qualification. Subject to the FCC's grant of the FCC Application, Wilderness is unaware of any fact that would disqualify Wilderness from becoming the licensee of the FCC

Licenses under the Communications Act of 1934, as amended (the “Communications Act”) and the rules, regulations and policies of the FCC.

3.5 Capitalization. Pursuant to the Amended Operating Agreement of Wilderness, as of the date hereof, Wilderness is authorized to issue up to Twelve Thousand Two Hundred (12,200) units of ownership, 6200 of which may be “Class A” voting units and 6000 of which may be “Class B” non-voting units. All of the authorized units of ownership have been issued and are outstanding and all such outstanding units have been duly authorized, are validly issued, fully paid and nonassessable, and are held beneficially and of record by the holders thereof. There are no outstanding subscriptions, options, warrants, rights, calls, commitments, conversion rights, rights of exchange, plans or other agreements of any character providing for the purchase, issuance, exchange or sale of any unites of ownership in Wilderness and Wilderness has not granted directly or indirectly, through any affiliate or otherwise, any such rights. There are no shareholder agreements, voting trusts, proxies or other agreements or understandings with respect to the voting or transfer of any of the units of Wilderness. The delivery of the Units to Azar contemplated by this Agreement shall comply in all respects with the securities laws of the United States and the states of Louisiana (or, in the alternative, such laws are not applicable to this transaction).

ARTICLE 4: COVENANTS

4.1 Covenants. Azar covenants and agrees with respect to the Station that, between the date hereof and Closing, except as permitted by this Agreement or with the prior written consent of Wilderness, which shall not be unreasonably withheld, Azar shall: (i) operate the Station in the ordinary course of business consistent with past practice and in all material respects in accordance with FCC rules and regulations and with all other applicable laws, regulations, rules and orders; (ii) not sell, lease or dispose of or agree to sell, lease or dispose of any of the Station Assets, or create, assume or permit to exist any Liens upon the Station Assets, except for Permitted Liens; and, (iii) furnish Wilderness with such information relating to the Station Assets as Wilderness may reasonably request. Nothing contained in this Agreement shall give Wilderness the right to control the Station prior to Closing, such control being the responsibility of Azar prior to Closing.

4.2 Consents to Assignment. The parties shall use commercially reasonable efforts to obtain any third party consents necessary for the assignment of any Station Contract. To the extent that any Station Contract may not be assigned without the consent of any third party, and such consent is not obtained prior to Closing, this Agreement and any assignment executed pursuant hereto shall not constitute an assignment thereof, but to the extent permitted by law shall constitute an equitable assignment by Azar and assumption by Wilderness of Azar’s rights and obligations under the applicable Station Contract, with Azar making available to Wilderness the benefits thereof and Wilderness performing the obligations thereunder on Azar’s behalf.

4.3 Authorization of Units. On or prior to the Closing, pursuant to the terms of the Amended Operating Agreement of Wilderness, the members of Wilderness shall approve the admittance of Azar as a member of Wilderness and the Units shall be authorized and issued by Wilderness.

ARTICLE 5: CONDITIONS OF CLOSING BY BUYER

The obligations of Wilderness hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions:

5.1 Representations, Warranties and Covenants. The representations and warranties of Azar made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Azar at or prior to Closing shall have been complied with or performed in all material respects. Wilderness shall have received a certificate dated as of the Closing Date from Azar, executed by an authorized officer of Azar to the effect that the conditions set forth in this Section have been satisfied.

5.2 Governmental Consents. The Governmental Consents shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

5.3 Third Party Consents. Any third party consents necessary for the assignment of any Station Contract shall have been obtained and delivered to Wilderness.

5.4 Deliveries. Azar shall have complied with its obligations set forth in Article 7.

ARTICLE 6: CONDITIONS OF CLOSING BY SELLER

The obligations of Azar hereunder are, at its option, subject to satisfaction, at or prior to Closing, of each of the following conditions:

6.1 Representations, Warranties and Covenants. The representations and warranties of Wilderness made in this Agreement shall be true and correct in all material respects as of the Closing Date except for changes permitted or contemplated by the terms of this Agreement, and the covenants and agreements to be complied with and performed by Wilderness at or prior to Closing shall have been complied with or performed in all material respects. Azar shall have received a certificate dated as of the Closing Date from Wilderness, executed by an authorized officer of Wilderness, to the effect that the conditions set forth in this Section have been satisfied.

6.2 Governmental Consents. The Governmental Consents shall have been obtained, and no court or governmental order prohibiting Closing shall be in effect.

6.3 Units. The members of Wilderness shall have approved the admittance of Azar as a member of Wilderness and the Units shall be authorized and issued by Wilderness.

6.4 Deliveries. Wilderness shall have complied with its obligations set forth in Article 7.

ARTICLE 7: CLOSING DELIVERIES

7.1 Azar Documents. At Closing, Azar shall deliver to Wilderness the certificate described in Section 5.1 and such bills of sale, assignments, deeds, documents of title and other instruments of conveyance, assignment and transfer as may be necessary to convey, transfer

and assign the FCC Licenses and the other Station Assets to Wilderness, free and clear of Liens, except for Permitted Liens.

7.2 Wilderness Documents. At Closing, Wilderness shall deliver to Azar the certificate described in Section 6.1 and such instruments of assumption as may be necessary to assume the Assumed Obligations.

7.3 Delivery of Units. At Closing, Wilderness shall deliver to Azar the Units, free and clear of all Liens, and such written instruments necessary to document the authorization, issuance and delivery of the Units.

ARTICLE 8: SURVIVAL; INDEMNIFICATION

8.1 Survival. The covenants, agreements, representations and warranties contained in this Agreement shall survive and not be affected by Closing for a period of two (2) years, whereupon they shall expire and be of no further force or effect, except those under (i) this Article 8 that relate to Damages (defined below) for which written notice is given by the indemnified party to the indemnifying party prior to the expiration, which shall survive until resolved, and (ii) Sections 1.3 (Assumed Obligations), 1.5 (Adjustments), and 1.6 (Allocation), and indemnification obligations with respect to such provisions, which shall survive until performed.

8.2 Indemnification.

(a) From and after the Closing, Azar shall defend, indemnify and hold harmless Wilderness from and against any and all losses, costs, damages, liabilities and expenses, including reasonable attorneys' fees and expenses ("Damages") incurred by Wilderness arising out of or resulting from: (i) any breach or default by Azar under this Agreement; (ii) the Retained Obligations; or (iii) the operation of the Station before Closing.

(b) From and after the Closing, Wilderness shall defend, indemnify and hold harmless Azar from and against any and all Damages incurred by Azar arising out of or resulting from: (i) any breach or default by Wilderness under this Agreement; (ii) the Assumed Obligations; or (iii) the operation of the Station after Closing.

(c) The indemnified party shall give prompt written notice to the indemnifying party of any demand, suit, claim or assertion of liability by a third party that is subject to indemnification by the indemnifying party, but a failure to give such notice or delaying such notice shall not affect the indemnified party's right to indemnification and the indemnifying party's obligation to indemnify as set forth in this Agreement.

ARTICLE 9: TERMINATION

9.1 Termination. This Agreement may be terminated at any time prior to Closing as follows:

(a) by mutual written consent of Wilderness and Azar;

(b) by written notice of Wilderness to Azar if Azar (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below);

(c) by written notice of Azar to Wilderness if Wilderness (i) does not satisfy the conditions or perform the obligations to be satisfied or performed by it on the Closing Date; or (ii) otherwise breaches in any material respect any of its representations or warranties or defaults in any material respect in the performance of any of its covenants or agreements herein contained and such breach or default is not cured within the Cure Period (defined below); or

(d) by written notice of Wilderness to Azar, or by Azar to Wilderness, if the FCC denies the FCC Application and such denial has become, by the passage of time or exhaustion of appeals, a final unappealable order of the FCC, or

(e) by written notice of Wilderness to Azar, or by Azar to Wilderness, if the Closing shall not have been consummated on or before the date one year after the date of this Agreement.

The term "Cure Period" as used herein means a period commencing the date Wilderness or Azar receives from the other written notice of breach or default hereunder and continuing until the earlier of (i) thirty (30) days thereafter or (ii) the Closing Date; provided, however, that if the breach or default cannot reasonably be cured within such period but can be cured before the Closing Date, and if diligent efforts to cure promptly commence, then the Cure Period shall continue as long as such diligent efforts to cure continue, but not beyond the Closing Date. Termination of this Agreement shall not relieve any party of any liability for breach or default under this Agreement prior to the date of termination.

ARTICLE 10 MISCELLANEOUS PROVISIONS

10.1 Further Assurances. After Closing, each party shall from time to time, at the request of the other party, execute and deliver such other instruments of conveyance and transfer and take such other actions as may reasonably be requested in order to more effectively consummate the transactions contemplated hereby.

10.3 Assignment. Neither party may assign this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld.

10.4 Amendments. No amendment, waiver of compliance with any provision or condition hereof or consent pursuant to this Agreement shall be effective unless evidenced by an instrument in writing signed by the party against whom enforcement of any waiver, amendment, change, extension or discharge is sought.

10.5 Headings. The headings set forth in this Agreement are for convenience only and will not control or affect the meaning or construction of the provisions of this Agreement.

10.6 Governing Law. The construction and performance of this Agreement shall be governed by the laws of the State of Louisiana without giving effect to the choice of law provisions thereof.

10.7 Notices. Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing, and shall be deemed to have been received on the date of personal delivery, on the third day after deposit in the U.S. mail if mailed by registered or certified mail, postage prepaid and return receipt requested, or on the day after delivery to a nationally recognized overnight courier service if sent by overnight delivery for next morning delivery, and shall be addressed as follows (or to such other address as any party may request by written notice):

if to Azar, then to: Azar Family Holdings, LLC
516 St. Landry Street
Lafayette, LA 70506
Attn: Dr. Paul Azar, Jr.

if to Wilderness, then to: Wilderness Communications, LLC
3501 Northwest Evangeline Thruway
Carencro, LA 70520
Attn: Mr. Charles Chatelain

10.8 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.

10.9 No Third Party Beneficiaries. Nothing herein expressed or implied is intended or shall be construed to confer upon or give to any person or entity other than the parties hereto and their successors or permitted assigns, any rights or remedies under or by reason of this Agreement.

10.10 Severability. The parties agree that if one or more provisions contained in this Agreement shall be deemed or held to be invalid, illegal or unenforceable in any respect under any applicable law, this Agreement shall be construed with the invalid, illegal or unenforceable provision deleted, and the validity, legality and enforceability of the remaining provisions contained herein shall not be affected or impaired thereby.

10.11 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and supersedes any and all prior agreements, arrangements and understandings relating to the matters provided for herein.

[SIGNATURE PAGE FOLLOWS]

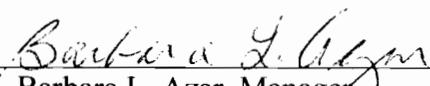
SIGNATURE PAGE TO ACQUISITION AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

AZAR FAMILY HOLDINGS, LLC

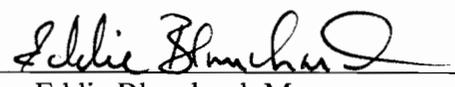
By: 

Dr. Paul J. Azar, Jr., Manager



Barbara L. Azar, Manager
Manager

WILDERNESS COMMUNICATIONS, LLC

By: 

Eddie Blanchard, Manager



Charles H. Chatelain, Manager

SCHEDULE 1.1(d) TO ACQUISITION AGREEMENT

Station Contracts

1- Lease with Delta Media Corp. dated January 1, 2006.

2- Network Affiliation Agreement with Warner Brothers dated January 1, 2006.